

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

MICHAEL DOUKAKOS,

Plaintiff,

Case No.: 17-

-vs-

Hon.:

BOWTECH INC. a
foreign corporation, and
LITTLE JONS ARCHERY WORLD, a
foreign limited liability corporation,

Defendants.

/

LAW OFFICES OF JOEL B. SKLAR
JOEL B. SKLAR (P38338)
THOMAS J. MACHASIC (P76548)
Attorneys for Plaintiff
500 Griswold Street, Suite 2450
Detroit, MI 48226
(313) 963-4529 / (313) 963-9310 (fax)

/

PLAINTIFF'S COMPLAINT AND JURY DEMAND

NOW COMES Plaintiff, MICHAEL DOUKAKOS, by and through his attorneys, JOEL B. SKLAR and THOMAS J. MACHASIC, and for his Complaint against Defendant states as follows:

JURISDICTION AND VENUE

1. Plaintiff, MICHAEL DOUKAKOS, (hereinafter Doukakos), is a resident of Wayne County, Michigan.
2. Defendant, BOWTECH CORPORATION, (hereinafter Bowtech), is a foreign corporation which, at all relevant times, was engaged in the business of selling,

distributing, and manufacturing the Bowtech Stryker 380 and was engaged in its business within Wayne County, Michigan.

3. Defendant Bowtech was the manufacturer, marketer, and inspector of the Bowtech Stryker 380 purchased and used by Doukakos.
4. Defendant LITTLE JONS ARCHERY, LLC (hereinafter Little Jons) , is a foreign corporation which, at all relevant times, was engaged in the business of selling and distributing the Bowtech Stryker 380 and engages in this business in Wayne County, Michigan through its online website.
5. The acts, events, and transactions which give rise to this action occurred in the Eastern District of Michigan, Michigan and Calhoun County, Michigan.
6. The jurisdiction of this court is based on the amount in controversy, which exceeds Seventy-Five Thousand (\$75,000.00) Dollars, exclusive of interest, costs, and attorney fees, and other matter is otherwise within the jurisdiction and venue of the Court.

COUNT I – NEGLIGENCE BY DEFENDANT BOWTECH

7. Plaintiff Doukakos incorporates by reference paragraphs 1 through 6.
8. On or about October 14, 2015, Plaintiff Doukakos was injured in Calhoun County, Michigan, while properly using his Bowtech Stryker 380, causing severe and permanent injuries.
9. At all relevant times, Defendant Bowtech, through its employees, agents, servants and/or representatives, owed a duty to Plaintiff and to the public in general to, among other things, properly prepare and manufacture its products and to properly test/inspect its products prior to being made available for sale or distribution to the public so that such

products would not cause injury or harm when properly used. Defendant Bowtech further owed those duties set forth in MCL 600.2945(h) and MCL 600.2947.

10. Defendant Bowtech breached these duties by:

- a. Failing to properly prepare or manufacture the Bowtech Stryker 380;
- b. Failing to properly inspect and test its products;
- c. Failing to train its employees to discover dangerous and malfunctioning parts and materials during the manufacturing process.
- d. Failing to take or adopt other measures to avoid the risk of harm posed to Plaintiff by the malfunctioning bow.
- e. Failing to warn Plaintiff and other users of latent defects with the product that Defendant knew or should have known of.

11. The bow was not reasonably safe at the time it left the control of Defendant Bowtech.

12. At the time the bow left the control of Defendant Bowtech, a technically feasible alternative production practice was available that would have prevented the harm without significantly impairing the usefulness or desirability of the product to users and without creating equal or greater risk of harm to others.

13. These breaches of duty proximately caused the following damages to Plaintiff: Severe and permanent injuries to Plaintiff's right hand and fingers including surgery to try and repair the injured hand and fingers.

14. As a direct and proximate result of the negligence of Defendant Bowtech, Plaintiff Doukakos will suffer in the future the following damages: continued pain and suffering, further medical procedures, emotional distress, medical and other out of pocket costs, loss of the everyday enjoyments of life and other compensable injuries.

PLAINTIFF REQUESTS that this Honorable Court enter judgment against Defendant Bowtech in an amount in excess of the jurisdictional limit of this Court and that will fairly and adequately compensate Plaintiff Doukakos for his injuries, together with the costs of this action, interest and attorney fees and all other relief to which Plaintiff may be entitled.

COUNT II – BREACH OF IMPLIED WARRANTY BY DEFENDANT

BOWTECH

15. Plaintiff incorporates by reference paragraphs 1 through 14.
16. The Bowtech Stryker 380 manufactured by Defendant Bowtech was not reasonably fit for the use or purpose anticipated or reasonably foreseen by Defendant Bowtech when it left Bowtech's control.
17. As a proximate result of the breach of implied warranty by Defendant Bowtech, Plaintiff Doukakos was injured as previously described.

PLAINTIFF REQUESTS that this Honorable Court enter judgment against Defendant Bowtech in an amount in excess of the jurisdictional limit of this Court and that will fairly and adequately compensate Plaintiff Doukakos for his injuries, together with the costs of this action, interest and attorney fees and any other relief to which Plaintiff may be entitled.

COUNT III – NEGLIGENCE BY DEFENDANT LITTLE JONS

18. Plaintiff incorporates by reference paragraphs 1 through 17.
19. At all relevant times, Defendant Little Jons owed a duty to Plaintiff and to the public in general to:
 - a. Properly sell its products;
 - b. Properly test and inspect its products;

- c. To train its employees to discover dangerous and malfunctioning parts and materials during selling and inventorying of products; and
- d. To take or adopt other measures to avoid the risk of harm posed to Plaintiff by the malfunctioning bow.
- e. To warn Plaintiff and other users of latent defects with the product which Defendant knew or should have known of.

20. The product was not reasonably safe at the time it left the control of Defendant Little Jons.

21. At the time the product left the control of Defendant seller, a technically feasible alternative production practice was available that would have prevented the harm without significantly impairing the usefulness or desirability of the product to users and without creating equal or greater risk of harm to others.

22. Defendant seller breached some or all of the duties owed Plaintiff by:

- a. failing to properly sell Bowtech products
- b. failing to properly test Bowtech products
- c. Failing to train its employees to discover dangerous and malfunctioning parts and materials during the set up and sales process.
- d. Failing to take or adopt other measures to avoid the risk of harm posed to Plaintiff by the malfunctioning bow.
- e. Failing to warn Plaintiff and other users of latent defects with the product that Defendant knew or should have known of.

23. These breaches of duty proximately caused the following damages to Plaintiff: Severe and permanent injuries to Plaintiff's right hand and fingers including surgery to try and repair the injured hand and fingers. However, the injuries have not subsided thus far.

24. As a direct and proximate result of the negligence of Defendant Little Jons, Plaintiff Doukakos will suffer in the future the following damages: continued pain and suffering, further medical procedures, emotional distress, medical and other out of pocket costs, loss of the everyday enjoyments of life and other compensable injuries.

PLAINTIFF REQUESTS that this Honorable Court enter judgment against Defendant Little Jons in an amount in excess of the jurisdictional limit of the Court and that will fairly and adequately compensate Plaintiff Doukakos for his injuries, together with the costs of this action, interest and attorney fees and all other relief to which Plaintiff may be entitled.

COUNT IV – BREACH OF IMPLIED WARRANTY BY DEFENDANT LITTLE JONS

25. Plaintiff incorporates by reference paragraphs 1 through 24.

26. The Bowtech Stryker 380 sold by Defendant Little Jons was not reasonably fit for the use or purpose anticipated or reasonably foreseen by Defendant Little Jons when it left Little Jons control.

27. As a proximate result of the breach of implied warranty by Defendant Little Jons, Plaintiff Doukakos was injured as previously described.

PLAINTIFF REQUESTS that this Honorable Court enter judgment against Defendant Little Jons in an amount in excess of the jurisdictional limit of the Court and that will fairly and adequately compensate Plaintiff Doukakos for his injuries, together with the costs of this action, interest and attorney fees and all other relief to which Plaintiff may be entitled.

Respectfully submitted,

/s/ Joel B. Sklar

JOEL B. SKLAR (P38338)

THOMAS J. MACHASIC (P76548)

Attorneys for Plaintiff

500 Griswold Street, Suite 2450

Detroit, MI 48226

(313) 963-4529 / (313) 963-9310 (fax)

Dated: March 28, 2017

JURY DEMAND

Plaintiff hereby demands a trial by jury in this matter.

Respectfully submitted,

/s/ Joel B. Sklar

JOEL B. SKLAR (P38338)

THOMAS J. MACHASIC (P76548)

Attorneys for Plaintiff

500 Griswold Street, Suite 2450

Detroit, MI 48226

(313) 963-4529 / (313) 963-9310 (fax)

Dated: March 28, 2017

LAW OFFICES OF JOEL B. SKLAR
615 Griswold Street, Suite 1116
Detroit, MI 48226
(313) 963-4529 / (313) 963-9310 (fax)